CONTRACT

WESH 1021 N. Wymore Rd. Winter Park, FL 32789 (407)645-2222

www.wesh.com

And:

Crossroads Media 66 Canal Center Plaza Suite 555 Alexandria, VA 22314

	Contract / Rev	<u>/ision</u>	1	Alt Order #	
	967380	1	(07915081	
Product					-
AMER CROSSROADS					
Contract Dates	Estimate #				
10/30/12 - 11/05/12	1274				
Advertiser	1		Orio	ginal Date	Revision
American Crossroads - Is	ssue		1	1/05/12	/ 11/05/12
	Billing Cycle	Billing	Cale	endar	Cash/Trade
	EOM/EOC	Broado	cast		Cash
	<u>Station</u>	Accou	nt Ex	<u>cecutive</u>	Sales Office
	WESH	Fran B	Berg		Eagle-Washing
	Special Hand	ling			
	Demographic				
	Adults 35+				
		1			
	IDB#	Advert	iser	<u>Code</u>	Product Code
		11			27
	Agency Ref			Advertiser	Ref

Spots/ *Line Ch Start Date End Date Description Start/End Time Length Week Type Spots Days Rate Amount WESH 10/30/12 11/02/12 M-F Early Sunrise 5:00-6:00 AM :30 NM \$1,600.00 Class of Time - Pre-emptible with notice End Date Start Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 -1111--4 \$400.00 WESH 11/05/12 11/05/12 M-F Early Sunrise 5:00-6:00 AM :30 NM \$500.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week <u>Rate</u> Week: 11/05/12 11/11/12 \$500.00 WESH 10/30/12 11/02/12 M-F Sunrise @6AM 6:00-7:00 AM :30 NM \$6,400.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1111--\$1,600.00 4 WESH 11/05/12 M-F Sunrise @6AM 11/05/12 6:00-7:00 AM :30 NM \$2,000.00 Class of Time - Pre-emptible with notice Start Date End Date <u>Weekdays</u> Spots/Week Week: 11/05/12 \$2,000.00 11/11/12 WESH 10/30/12 11/02/12 7:00-9:00 AM **NBC Today Show** :30 NM \$20,600.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 \$2,200.00 11/04/12 -2222--8 Spot Ch Start/End Time Date Range <u>Description</u> Weekdays Length <u>Rate</u> Type -TuWThF----3 WESH 10/29/12-11/04/12 NBC Today Show 7:00-9:00 AM :30 \$2,200.00 NM See MG 5.9 :30 \$5,200.00 9 WESH 11/01/12-11/01/12 Thu NBC Prime VOICE Prime Other ----Th-----NM (h) MG for 26.4,5.3 WESH 11/05/12 11/05/12 **NBC Today Show** 7:00-9:00 AM :30 NM 2 \$5,600.00 Class of Time - Pre-emptible with notice Spots/Week Start Date **End Date** Weekdays Rate Week: 11/05/12 11/11/12 M----2 \$2,800.00 WESH 10/30/12 11/02/12 Kelly and Michael 9-10 AM 9:00-10:00 AM :30 NM \$5,600.00 Class of Time - Pre-emptible with notice

(* Line Transactions: N = New, E = Edited, D = Deleted)

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Contract / Revision Alt Order# 07915081 967380

Contract Dates Product Estimate # 10/30/12 - 11/05/12 AMER CROSSROADS 1274

Advertiser Original Date / Revision 11/05/12 / 11/05/12 American Crossroads - Is

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					Spots/			
Line Ch Start	Date End D	ate Description	<u>n</u>	Start/End Time D	Days Length Week	Rate Type	Spots	Amoun
Start Date Week: 10/29/12	End Date 11/04/12	Weekdays -1111	Spots/Week 4	<u>Rate</u> \$1,400.00				
8 WESH 11/0			/lichael 9-10 AM	9:00-10:00 AM	:30	NM	1	\$1,600.
		ble with notice	MICHAEL 9-10 AIVI	9.00-10.00 AW	.50	IAIAI	,	Ψ1,000.
Start Date	End Date	<u>Weekdays</u>	Spots/Week	Rate				
Week: 11/05/12	11/11/12	M	1	\$1,600.00				
9 WESH 10/30		12 NBC Today	y Show II	10AM-11AM	:30	NM	4	\$5,600.
Class of Tim Start Date		ble with notice Weekdays	Spots/Week	Rate				
Week: 10/29/12	11/04/12	-1111	4	\$1,400.00				
10 WESH 11/0	5/12 11/05/	12 NBC Toda	y Show II	10AM-11AM	:30	NM	1	\$1,600.
		ble with notice	C	D-4-				
Start Date Week: 11/05/12	End Date 11/11/12	<u>Weekdays</u> M	Spots/Week 1	<u>Rate</u> \$1,600.00				
11 WESH 10/30	0/12 11/02/	12 NBC Toda	v Show III	11AM-12PM/10-11.	:30	NM	4	\$4,800.
		ble with notice						, ,
Start Date Week: 10/29/12	End Date 11/04/12	Weekdays -1111	Spots/Week 4	Rate				
12 WESH 11/0				\$1,200.00 11AM-12PM/10-11.	:30	NM	1	¢4 400
		ble with notice	y Stiow III	11AIVI-12PIVI/10-11.	.50	INIVI	'	\$1,400.
Start Date	End Date	Weekdays	Spots/Week	<u>Rate</u>				
Week: 11/05/12	11/11/12	M	1	\$1,400.00				
13 WESH 10/3			NEWS 12-12:3	0 12:00-12:30 PM	:30	NM	4	\$2,800
Class of Tim Start Date		ible with notice Weekdays	Spots/Week	Rate				
Week: 10/29/12	11/04/12	-1111	4	\$700.00				
14 WESH 11/0	5/12 11/05/	12 M-F NOON	NEWS 12-12:3	0 12:00-12:30 PM	:30	MM	1	\$1,000
	•	ible with notice	Cnoto AMook	Data				
Start Date Week: 11/05/12	End Date 11/11/12	<u>Weekdays</u> M -	Spots/Week 1	<u>Rate</u> \$1,000.00				
15 WESH 10/3	1/12 11/02/	12 COMMITM	ENT 2012 SPEC	CI/12:30PM-1:00PM	:30	NM	2	\$1,400
		ible with notice						
Start Date Week: 10/29/12	End Date 11/04/12	<u>Weekdays</u> 1-1	Spots/Week 2	<u>Rate</u> \$700.00				
16 WESH 10/3				1:00-2:00 PM	:30	NM	4	\$5,600
		ible with notice	ar Elves	1,00-2.00 T IM	.50	14121		ψ5,000
Start Date	End Date	Weekdays	Spots/Week	Rate			l	
Week: 10/29/12	11/04/12	-1111	4	\$1,400.00			1	
17 WESH 11/0			ur Lives	1:00-2:00 PM	:30	NM	1	\$1,400
Start Date		ible with notice Weekdays	Spots/Week	Rate				
Week: 11/05/12	11/11/12	M	1	\$1,400.00		. / / /		
18 WESH 10/3	0/12 11/02/	/12 KATIE CO	URIC DAY	2-3PM	:30	NM	4	\$2,000
		ible with notice	Constant - 1	Det-				
Start Date Week: 10/29/12	End Date 11/04/12	<u>Weekdays</u> -1111	Spots/Week 4	<u>Rate</u> \$500.00				
19 WESH 11/0	5/12 11/05/		URIC DAY	2-3PM	:30	NM	1	\$650
		ible with notice		_ 0	.00	Mivi		\$550
							-	

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Contract / Revision Alt Order# 967380 07915081

Contract Dates Product Estimate # 10/30/12 - 11/05/12 AMER CROSSROADS 1274

Advertiser Original Date / Revision 11/05/12 / 11/05/12 American Crossroads - Is

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Sp	ots	Amount
Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	<u>Rate</u> \$650.00				
20 WESH 10/30/12 11/02/12 M-F 3-4 PM	3:00-4:00 PM	:30	NM	6	\$6,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 -1212 6	<u>Rate</u> \$1,000.00				
21 WESH 11/05/12 11/05/12 M-F 3-4 PM	3:00-4:00 PM	:30	NM	1	\$1,400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	<u>Rate</u> \$1,400.00				
22 WESH 10/30/12 11/02/12 M-F 4-5 PM NEWS	M-F 4-5 PM	:30	NM	4	\$4,800.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 -1111 4	<u>Rate</u> \$1,200.00				
23 WESH 11/05/12 11/05/12 M-F 4-5 PM NEWS	M-F 4-5 PM	:30	NM	1	\$1,400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	<u>Rate</u> \$1,400.00				
24 WESH 10/30/12 11/02/12 M-F 5-6 PM ROT	5:00-6:00 PM	:30	NM	4	\$7,200.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1111 4	<u>Rate</u> \$1,800.00				
25 WESH 11/05/12 11/05/12 M-F 5-6 PM ROT	5:00-6:00 PM	:30	NM	2	\$4,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 2	<u>Rate</u> \$2,000.00				
26 WESH 10/30/12 11/02/12 M-F 6-6:30 PM	M-F 6-6:30 PM	:30	NM	3	\$9,000.00
Class of Time - Fixed Non Pre-emptible Start Date	Rate \$3,000.00 Start/End Time M-F 6-6:30 PM	Weekdays Length Rate -TuwThF :30 \$3,000.00	<u>Type</u> <i>NM</i>		
27 WESH 11/05/12 11/05/12 M-F 6-6:30 PM	M-F 6-6:30 PM	:30	NM	1	\$3,500.00
Class of Time - Pre-emptible with notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 M 1	<u>Rate</u> \$3,500.00				
28 WESH 10/30/12 11/02/12 M-F Entertainment Tonight	7:00-730 PM	:30	NM	4	\$10,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1111 4	<u>Rate</u> \$2,500.00				
29 WESH 11/05/12 11/05/12 M-F Entertainment Tonight	7:00-730 PM	:30	MM	1	\$3,200.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	<u>Rate</u> \$3,200.00				
30 WESH 10/30/12 11/02/12 M-F Access Hollywood	Access Hollywood	:30	NM	4	\$10,000.00
Class of Time - Pre-emptible with notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>	Rate				

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Advertiser Original Date / Revision 11/05/12 / 11/05/12 American Crossroads - Is

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						Spots	s/			
Line Ch Start [Date End D	ate Descriptio	n	Start/End Time	Days	Length Weel	k Rate	Type Sp	oots	Amount
Start Date Week: 10/29/12	End Date 11/04/12	<u>Weekdays</u> -1111	Spots/Week 4	<u>Rate</u> \$2,500.00						
31 WESH 11/05/	12 11/05/1	12 M-F Access	s Hollywood	Access Hollywood		:30		NM	1	\$3,200.00
Class of Time <u>Start Date</u> Week: 11/05/12	- Pre-emptil End Date 11/11/12	ole with notice <u>Weekdays</u> M	Spots/Week 1	<u>Rate</u> \$3,200.00						
32 WESH 11/05/	12 11/05/1	12 Mon NBC F	Prime VOICE	Prime Other		:30		NM	1	\$12,000.00
Class of Time <u>Start Date</u> Week: 11/05/12	- Pre-emptil End Date 11/11/12	ole with notice <u>Weekdays</u> M	Spots/Week 1	<u>Rate</u> \$12,000.00						
33 WESH 11/05/	12 11/05/	12 NBC Prime	REVOLUTION	10:00-11:00 PM		:30		NM	1	\$15,000.0
Class of Time <u>Start Date</u> Week: 11/05/12	- Pre-emptil End Date 11/11/12	ole with notice <u>Weekdays</u> M	Spots/Week 1	<u>Rate</u> \$15,000.00						
34 WESH 10/30/	12 11/03/	12 M-Su News	@ 11PM	11-1135p		:30		NM	5	\$11,000.0
	- Pre-emptil End Date 11/04/12	ble with notice Weekdays -11111-	Spots/Week 5	<u>Rate</u> \$2,200.00						
35 WESH 11/05/	11/05/	12 M-Su News	s @ 11PM	11-1135p		:30		NM	1	\$3,000.0
Class of Time <u>Start Date</u> Week: 11/05/12	- Immediate End Date 11/11/12	ely Pre-emptible <u>Weekdays</u> M	without notice Spots/Week 1	<u>Rate</u> \$3,000.00						
36 WESH 10/30/	11/02/	12 NBC Tonig	ht Show	11:35P-12:35XM		:30		NM	4	\$4,800.0
Class of Time Start Date Week: 10/29/12		ble with notice Weekdays -1111	Spots/Week 4	<u>Rate</u> \$1,200.00						
37 WESH 11/05/	/12 11/05/	12 NBC Tonig	ht Show	11:35P-12:35XM		:30		NM	1	\$1,600.0
Class of Time Start Date Week: 11/05/12	e - Immediate End Date 11/11/12	ely Pre-emptible <u>Weekdays</u> M	without notice Spots/Week 1	<u>Rate</u> \$1,600.00						
38 WESH 10/30/	12 10/30/	12 Tue NBC F	rime VOICE	Prime Other		:30		NM	1	\$8,500.0
Class of Time <u>Start Date</u> Week: 10/29/12	e - Pre-empti End Date 11/04/12	ble with notice Weekdays -T	Spots/Week 1	<u>Rate</u> \$8,500.00						
39 WESH 10/30/				NC9:00-10:00 PM		:30		NM	1	\$6,500.0
Class of Time <u>Start Date</u> Week: 10/29/12	e - Immediate End Date 11/04/12	ely Pre-emptible Weekdays -T	without notice Spots/Week 1	<u>Rate</u> \$6,500.00						
1 WESH 10		Descriptio V12 NBC Prim		Start/End Time NC9:00-10:00 PM	Weekday -Tu		<u>Rate</u> \$6,500.00	<u>Type</u> <i>NM</i>		
See MG 3: 2 WESH 10 @ MG for 39.	/30/12-10/30	1/12 NBC Prim	e GO ON/ NEW	NC10:00-11:00 PM	-Tu	:30	\$6,500.00	NM		
40 WESH 10/31	/12 10/31/	12 NBC Prime	L&O SVU	9:00-10:00 PM		:30		NM	1	\$8,000.0
Class of Time Start Date Week: 10/29/12	e - Immediate <u>End Date</u> 11/04/12	ely Pre-emptible <u>Weekdays</u> W	without notice Spots/Week 1	<u>Rate</u> \$8,000.00						
41 WESH 10/31	/12 10/31/	12 NBC Prime	CHICAGO FIR	E 10:00-11:00 PM		:30		NM	1	\$8,000.0
Class of Time	e - Immediate	ely Pre-emptible	without notice							

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<u>Advertiser</u> Original Date / Revision 11/05/12 / 11/05/12 American Crossroads - Is

*Line Ch Start Date End Date Description	Start/End Time Days	Spots/ Length Week Rate	Type Spots	3	Amount
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 w 1	<u>Rate</u> \$8,000.00				
42 WESH 11/01/12 11/01/12 NBC Prime ROCK CENTER		:30	NM	1	\$4,000.00
Class of Time - Immediately Pre-emptible without notice	(10.00 11.00 1 M	.00			ψ 1,000.00
Start Date	Rate				
Week: 10/29/12 11/04/12T 1	\$4,000.00				
43 WESH 11/02/12 11/02/12 NBC Prime DATELINE	10:00-11:00 PM	:30	NM	1	\$8,000.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$8,000.00				
44 WESH 11/03/12 11/03/12 Sat Sunrise 6-8 AM	6:00-8:00 AM	:30	NM	2	\$900.00
Class of Time - Pre-emptible with notice				_	4555.55
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 S- 2	<u>Rate</u> \$450.00				
45 WESH 11/03/12 11/03/12 NBC Saturday	Sat 8-10am	:30	NM	1	\$2,200.00
Class of Time - Pre-emptible with notice	D 4				
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12S-1	<u>Rate</u> \$2,200.00				
O 46 WESH 11/03/12 11/03/12 SA/SU 6-6:30 PM	SA/SU 5:58-6:30 P	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice					
N 47 WESH 11/03/12 11/03/12 Sat. Entertainment this Wee	ek7:00-8:00 PM	:30	NM	1	\$1,500.00
Class of Time - Pre-emptible with notice					
Week: 10/29/12 End Date Weekdays Spots/Week 10/29/12 11/04/12S- 1	<u>Rate</u> \$1,500.00				
Spot Ch Date Range Description	Start/End Time Weekday	s Length Rate	Type		
1 WESH 10/29/12-11/04/12 Sat. Entertainment this We	ek 7:00-8:00 PM	Sa :30 \$1,500.00	NM		
See MG 47.2 2 WESH 11/05/12-11/05/12 NBC Tonight Show	11:25D 12:25VM M	:30 \$1,500.00	NM		
⊕ MG for 47.1 11/03	11:35P-12:35XM M	50 \$1,500.00	INIVI		
48 WESH 11/03/12 11/03/12 SATURDAY NIGHT LIVE	SATURDAY NIGH	:30	NM	1	\$3,500.00
Class of Time - Pre-emptible with notice				·	40,000.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12S- 1	\$3,500.00		- No.	_	****
49 WESH 11/04/12 11/04/12 Sun Sunrise@6-8 AM	6:00-8:00 AM	:30	NM	2	\$900.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate		1		
Week: 10/29/12 11/04/12S 2	\$450.00				
50 WESH 11/04/12 11/04/12 NBC Sunday Today	8:00-9:00 AM/9-11,	:30	NM	1	\$4,000.00
Class of Time - Pre-emptible with notice	Dete				
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12S1	<u>Rate</u> \$4,000.00				
51 WESH 11/04/12 11/04/12 NBC MEET THE PRESS	NBC MEET THE P	:30	NM	1	\$8,000.00
Class of Time - Immediately Pre-emptible without notice					
Start Date	Rate				
Week: 10/29/12 11/04/12S 1 Spot Ch	\$8,000.00 Start/End Time Weekday	<u>rs Length Rate</u>	Type		
1 WESH 10/29/12-11/04/12 NBC MEET THE PRESS	NBC MEET THE F		NM		
See MG 51.2					
2 WESH 11/02/12-11/02/12 NBC Prime REVOLUTION → MG for 51.1 11/04	10:00-11:00 PMF	: :30 \$8,000.00	NM		

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	07915081
 Product AMER CROSSROADS	Estimate # 1274

Advertiser Original Date / Revision
American Crossroads - Is 11/05/12 / 11/05/12

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week F	Rate Type S	opots	Amount
52 WESH 11/04/12 11/04/12 CHRIS MATTHEWS WKND	ICHRIS MATTHEW	:30	, NM	1	\$2,000.00
Class of Time - Immediately Pre-emptible without notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12S 1	<u>Rate</u> \$2,000.00				
53 WESH 11/04/12 11/04/12 SA/SU 6-6:30 PM	SA/SU 5:58-6:30 P	:30	NM	1	\$2,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S 1	<u>Rate</u> \$2,000.00				
54 WESH 11/04/12 11/04/12 NFL	8:00PM-conclusion	:30	NM	1	\$15,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S 1	<u>Rate</u> \$15,000.00				
55 WESH 11/04/12 11/04/12 Su Late News After NFL	Su Late News After	:30	NM	1	\$2,200.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S 1	<u>Rate</u> \$2,200.00				
56 WESH 11/04/12 11/04/12 Access Hollywood	11:35P-12:35XM/1:	:30	NM	1	\$700.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S 1	<u>Rate</u> \$700.00				
		Totals		117	\$269,150.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 -11/05/12	117	\$269,150.00	\$228,777.50
Totals	117	\$269,150.00	\$228,777.50

Signature:	Date:	
•		

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

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2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

S. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.
- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]